THE MINISTER OF STATE IN THE DEPARTMENT OF DEFENCE PRODUCTION AND SUPPLIES IN THE MINISTRY OF DEFENCE (SHRI CHINTAMANI PANIGRAHI) : (a) to (c) The subject matter of the Question raised by Hon. MPs appeared in the Indian Express, dated 25.5.1988, under caption 'CAG report on defence services, delaying decisions ; favouring firms'. This subject has also appeared as para 9 in the CAG Report, for the period ending 31-3-1987. The main criticism of the Audit is that on account of re-tendering for procurement of Combat Dress, the Department had to incur extra expenditure to the tune of Rs. 5.10 crores for procurement of 16.55 lakh sets of uniform.

The factual position on examination is as follows :

(1) This was a newly introduced type of garment which was being procured for the first time, from the trade. The fabric required viz., 'Fabric Cotton Disruptive' was still under development by the mills. The type of pigment/process which will give the required properties was not clear at the time of the first tender enquiry. Further, this being the first purchase of fabricated garments by the Department, the sources had to be identified *ab-initio*. It was felt that the Department may even have to buy the fabric for supply to the contractors as 'free issue' material. Therefore the first tender enquiry was issued with options in regard to process of dyeing and for supplies as fully fabricated garment or fabric only or fabrication based on 'free-issue' fabric.

(2) These tenders could not, however, be finalised since the users by then categorically stated that only 'Vat Printed' fabric is acceptable. The Quotations received against the first tender also indicated that it would be desirable to place the order for 'fully fabricated' garments. This necessitated inclusion of certain new conditions of contract. Accordingly, re-tendering had to be done incorporating necessary changes in the terms and conditions. In the circumstances, higher price on account of the second tender compared to the first tender, should not be treated as extra expenditure.

(3) However, in response to the advice of Comptroller & Auditor General, for suitable remedial action instructions are being issued to all concerned that technical and commercial details of developmental stores should be firmed up as far as possible in the very first instance itself so that re-tendering can be avoided.

Purchase of Blankets by Department of Defence production and Supplies

4432. SHRI ASHWANI KUMAR :
SHRI LAL K. ADVANI :

Will the Minister of DEFENCE be pleased to state :

(a) whether Government's attention has been drawn to a report which appeared in the Indian Express dated the 25th May, 1988 that the Department of Defence Production and Supplies in procurings blankets from certain public sector undertakings (instead of procuring them from the open market) had incurred an extra expenditure of about Rs. 8.40 crores, if so, what are the details thereof; and

(b) whether the responsibility of this huge loss has been fixed and if so, what follow-up action has been taken against the concerned officials?

THE MINISTER OF STATE IN THE DEPARTMENT OF DEFENCE PRODUCTION AND SUPPLIES IN THE MINISTRY OF DEFENCE (SHRI CHINTAMANI PANIGRAHI): (a) and (b) Pursuant to the recommendations of the Committee on Public Undertakings, contained in its Fortieth Report, Govt. took a policy decision to make preferential purchases of textile items, including blankets, from National Textile Corporation/ British India Corporation on a single tender basis. The extra expenditure referred to was caused by this conscious policy decision, and is not in the nature of a loss.

Break in Service of a High Court Judge of Madhya Pradesh

4433. SHRI LAL K. ADVANI:

SHRI ATAL BIHARI VAJPAYEE :

Will the Minister of LAW AND JUSTICE be pleased to state :

(a) whether it is a fact that Mr. Justice B.M. Lal of the Madhya Pradesh High Court after four years of being a non-confirmed Additional Judge became the junior-most Judge of the Bench on May 15th, 1988 due to a "break in service" of a few hours, for no fault of his;

(b) whether Government realises the seriousness of the impact on Indian Judiciary of such a treatment of a High Court Judge; if so, what remedial steps are being taken in this regard; and

(c) the authority upon whom has the responsibility been fixed of this sort of "break in service" of a High Court Judge?

THE MINISTER OF STATE IN THE MINISTRY OF LAW AND JUSTICE (SHRI HANS RAJ BHARDWAJ) : (a) to (c) Shri Justice B.M Lal was appointed as Additional Judge of Madhya Pradesh High Court for two years initially and continued as such upto 13-5-1988 on yearly basis in terms of Article 224 (1) of the Constitution. He was again appointed as Additional Judge with effect from 15-5-1988 for a year. On 14-5-1988, he did no function as an Additional Judge. His appointment was made after consultation with the constitutional authorities specified in Article 217(1). The question of fixing responsibility on any one does not arise.

Indo-Sri Lanka Agreement

4434. SHRI V.GOPALSAMY :

SHRI T. R. BALU :

Will the Minister of EXTERNAL AFFAIRS be pleased to state :

(a) the year when the Indo-Sri Lanka Agreement was signed;

(b) what are the details of clause of the agreement that have been successfully implemented so far;

(c) what are the clauses yet to be implemented; and

(d) what steps are being taken to get them implemented?

THE MINISTER OF STATE IN THE MINISTRY OF EXTERNAL AFFAIRS (SHRI K. NATWAR SINGH) : (a) 1987

(b) and (c) The clauses which have been implemented in substantial measure include: (i) withdrawal of troops to pre May 25, 1987 positions; (ii) the withdrawal of the major component of the Special Task Force from the Eastern Province; (iii) setting up of Provincial Councils and holding of Provincial Council elections, in seven Provinces; (iv) release of a large majority of Tamil political prisoners; (v) amnesty to militants who lay down arms; (vi) enactment of necessary legislation and devolution of powers